

AGREEMENT

BETWEEN

**WEST DES MOINES
COMMUNITY SCHOOL DISTRICT**

AND

**WEST DES MOINES
EDUCATION ASSOCIATION**

2006-2007

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ARTICLE I

PREAMBLE

The West Des Moines Community School District, in the counties of Polk and Dallas, State of Iowa, hereinafter referred to as the district or Board, and the West Des Moines Education Association, hereinafter referred to as the Association, recognize as a cooperative goal to provide a quality educational program for all the children and youth who attend the public schools of the district.

The Board and the Association have reached certain understandings which they desire to confirm in this Agreement; therefore, it is agreed to as follows:

ARTICLE II

RECOGNITION

A. Definitions

1. The term "employer" as used in this Agreement will mean the West Des Moines Community School District. The term "Board" as used in this Agreement will mean the Board of Directors of the West Des Moines Community School District or its duly authorized representatives.
2. The term "employees" as used in this Agreement will mean the employees in the bargaining unit described below.
3. The term "Association" as used in this Agreement will mean the West Des Moines Education Association or its duly authorized representatives or agents.

- B.** The employer hereby recognizes the West Des Moines Education Association as the exclusive and sole negotiations agent for and limited to the appropriate bargaining unit as determined and ordered by the Iowa Public Employment Relations Board in certification instrument (Case No. 157) issued by the PERB on the 7th day of November, 1975. The unit in the above certification will include all certified staff.

Excluded:

Superintendent, associate superintendents; assistant superintendents; building principals; assistant principals, administrators, directors of curriculum, athletics, community education, food service, transportation and maintenance; lay readers; substitute teachers; all nonprofessional employees; and all employees excluded by Section 4 of the Public Relations Act.

ARTICLE III

DUES DEDUCTION

- A. Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Board a request authorizing payroll deduction of professional dues. The request form will be as set forth in Attachment A appended to this agreement.
- B. A list of continuing members with annual dues to be deducted will be given by the Membership Chairperson of the Association to the Secretary of the Board on or before September 15 of any year.
- C. Pursuant to the receipt of a deduction authorization, the Board will deduct from each member's paycheck (October-July) an equal amount, the sum of which by the last paycheck in July, will be the yearly total of that member's dues.
- D. Such authorization will continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board and to the Association.
- E. The Board will transmit to the Association the total monthly deduction for professional dues and a listing of the employees for whom the deductions were made within ten (10) working days following each regular pay period (October-July).
- F. In the event that a member has no paycheck, the Association will be responsible for the collection of dues for the missed pay period.
- G. The district will have no responsibility to collect dues that may be owing when an employee leaves the employment of the district prior to the full payment of his/her annual dues.

ARTICLE IV

GRIEVANCE PROCEDURE

- A. The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of employee grievances and disputes over alleged violations of this Agreement. There will be an attempt to resolve informally or at the earliest possible stage all grievances. Information settlements in any stage will bind the immediate parties to the settlement but will not serve as a precedent in any other grievance proceeding. Every employee covered by this Agreement will have the right to present grievances in accordance with these procedures.
- B. Definitions:
 - 1. Grievance: A claim by an employee or the Association that there has been a misinterpretation, violation or misapplication of any provisions of this Agreement.
 - 2. Day: Duty days: Monday through Friday.
- C. An aggrieved employee may be represented at all levels of the grievance procedure by him/her self, or at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, a representative of the Association will have the right to be present at all levels as a party of interest and the Association will have the right to grieve any adjustment of the employee's complaint which is in violation of this Agreement.

D. Time Limits

1. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process.
2. Time limits may be extended by mutual agreement.
3. The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal.
4. The failure of the employer's representative to give a decision within the time limits will permit the grievant to proceed to the next level.
5. **Year-end Grievance:** In the event a grievance is filed at such time that it cannot be processed through all levels in the grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to the grievant, the party in interest or the school district, the time limits set forth herein will be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

E. Grievance Levels

1. **LEVEL ONE:** An employee with an alleged grievance will within fifteen (15) duty days from the alleged violation, discuss it with the principal or immediate supervisor in an attempt to resolve the matter informally.
 - a. The employee will complete the Level One section of the Grievance Report form prior to the discussion with the principal or immediate supervisor.
 - b. At the conclusion of the discussion, both the employee and the principal or immediate supervisor will sign and date the Grievance Report form as a matter of record.
2. **LEVEL TWO:** If, as a result of the informal discussion at Level One, the employee feels a grievance still exists and the employee desires to proceed to Level Two, the employee will within ten (10) duty days from the date of the informal conference at Level One file a written grievance with the principal or the immediate supervisor by completing Level Two on the Grievance Report form. The principal or immediate supervisor will within five (5) duty days following the receipt of the written grievance, meet with the employee to discuss the grievance. Within five (5) duty days following this meeting, the principal or immediate supervisor will communicate in writing to the employee the disposition of the grievance with a copy of same going to the Association.
3. **LEVEL THREE:** In the event an employee is not satisfied with the decision at Level Two and the employee desires to proceed to Level Three of the grievance procedure, the employee must file within five (5) duty days of the employee's receipt of the written decision from Level Two a copy of the written grievance with the Superintendent or designee. Within ten (10) duty days after such written grievance is filed with the Superintendent or designee, the employee and the Superintendent or designee will meet to discuss the grievance. Within five (5) duty days of the meeting, the Superintendent or designee will indicate the disposition of the grievance in writing to the employee and furnish a copy of same to the Association.

4. **LEVEL FOUR:** If the employee is not satisfied with the disposition of the grievance, there will be available a Level Four consisting of binding arbitration. Appeal to arbitration level must be made within fifteen (15) duty days after the receipt of the Level Three disposition. If the Association determines that the grievance is meritorious, the grievance will be submitted to arbitration by filing written notification of same to the Superintendent or designee.

Within ten (10) duty days after receipt of the notice of intent to arbitrate the grievance, the Association and the Superintendent or designee will attempt to agree upon a mutually acceptable arbitrator and will seek a commitment from said arbitrator to serve within a mutually acceptable time period. If the parties do not meet and/or are unable to agree upon an arbitrator or to obtain a commitment to serve within the mutually acceptable time period, a written request for a list of five (5) arbitrators will be made by either party to the Public Employment Relations Board. After receipt of the list of five (5) names, the parties will meet within five (5) duty days and determine by lot which one will have the right to remove the first name from the list; parties will then alternate striking names. The person whose name remains last on the list will serve as the arbitrator for the purpose of rendering a binding ruling to the parties.

The arbitrator's decision will be in writing and will set forth his/her findings, reasons, and conclusions on the issues submitted. The arbitrator will have no power to alter, add to, or detract from the specific provisions of the Agreement.

F. General Provisions

1. **Separate Grievance File:** Any documents and communications dealing with the processing of a grievance will be kept in a grievance file in the Office of Human Resources and will be separate from the personnel files.
2. **Group Grievance:** If a grievance affects a group or class of employees because of the existence of the same facts and issues, the Association may submit such grievance in writing to the Superintendent or designee directly and the processing of such grievance will commence at the level deemed appropriate by the Superintendent or designee. The Association may process such a grievance through all subsequent levels of the grievance procedure.
3. **Meetings and Hearings:** All meetings and hearings under this procedure will be conducted in private and will include only witnesses, parties of interest, and designated or selected representatives heretofore referred to in this Article.
4. **No Reprisals:** No reprisals of any nature will be taken by the Board of Education or school administration against any grievant or representatives because of their participation in the grievance procedure.
5. **Grievance Form:** A Grievance Report form will be as set forth in Appendix B. Copies may be obtained in the office of any building principal, the Office of Human Resources or from the Association building representatives.
6. **Arbitration Costs:** The costs of the services of the arbitrator will be borne equally by the Board and the Association. Any other expenses incurred will be paid by the party incurring same.
7. **Grievance Leave:** When grievance arbitration must be scheduled during duty hours, the Association will be allowed the following representation:
 - a. The grievant to attend with only the cost of a substitute teacher deducted.

- b. The Association will be allowed three (3) representatives or witnesses to attend without pay deductions.
- c. Others, beyond three (3), to appear with their respective per diem salary deducted from their wages.

ARTICLE V

EVALUATION PROCEDURE

A. Probationary Employees

1. The principal or designated administrator will advise the probationary employee within thirty (30) days of employment:
 - a. Formal evaluation procedures.
 - b. Instrument(s) to be used.
 - c. Name(s) of the administrator(s) who will most likely observe and evaluate performance.
2. New employees will be observed each year of probation for the purpose of evaluation a minimum of:
 - a. Two (2) times formally.
 - b. Two (2) times informally.
3. After the principal or designated administrator has analyzed the data from a formal observation, a feedback conference will be held.
4. If more observations are considered desirable by the evaluator(s), such observations will be made.

B. Non-Probationary Employees

1. Prior to the end of the first quarter of the academic year of an employee's full cycle evaluation, the principal or designated administrator will advise the employee regarding the following:
 - a. Formal evaluation procedures.
 - b. Instrument(s) to be used.
 - c. Name(s) of the administrator(s) who will most likely observe and evaluate performance.
2. Non-probationary employees will be observed for the purpose of evaluation a minimum of once every three (3) years:
 - a. Two (2) times formally.
 - b. Two (2) times informally.
3. After the principal or designated administrator has analyzed the data from a formal observation, a feedback conference will be held.
4. If more observations are considered desirable by the evaluator(s), such observations will be made.

C. Co-curricular and Coaching Employees

1. The principal or designated administrator will advise the employee of the following prior to evaluation:
 - a. Formal evaluation procedures.
 - b. Instrument(s) to be used.
 - c. Name(s) of the administrator(s) who will most likely observe and evaluate performance.
2. Employees who have accepted co-curricular and coaching assignments will be evaluated by the administrator(s) or designated administrator immediately responsible for the activity.
 - a. Evaluation will be conducted during each year of the employee's probationary period and thereafter said evaluation will coincide with the employee's full-cycle evaluation.
 - b. If additional observations are considered desirable by the administrator, such observations will be made.

D. General Provisions

1. When a series of observations are made for the purpose of evaluation, the employee will receive written and verbal feedback (formal or informal) following each observation.
 - a. If a series of two (2) formal and two (2) informal observations have been held, and additional observations are deemed necessary, a formative conference will be held with the employee.
 - b. The principal or designated administrator will advise the employee of the follow-up procedures to be used.
2. The summative evaluation will be presented in writing and a copy given to the employee within fifteen (15) working days after the last observation and no later than March 15.
3. The employee will sign and date the summative evaluation as a matter of record; said signature will only indicate the employee's awareness of the content of the evaluation but in no instance will the signature be interpreted to mean agreement with same.
4. If the employee disagrees with the summative evaluation, the employee may submit written concerns which will be attached to the file copy of the summative evaluation.
5. Any employee may request and receive a full-cycle evaluation in any school year, unless a large number of such requests make this impossible.
6. A copy of any written complaint placed in the employee's personnel file will be given to the employee. The employee may provide a written response to any complaint, said response to be attached to the file copy and a copy given to his/her principal. Any oral complaint which could lead to disciplinary action against an employee must be brought to the employee's attention.
7. If an employee's formal evaluation results in the employee's termination, layoff, suspension, or a wage penalty the employee or the Association may utilize the grievance procedures. Such grievance must allege that the district failed to comply with the procedures described in this Article or that the district's application of the evaluation criteria was inaccurate or inconsistent. Any such grievance must be filed at Level 3 of the grievance procedure within five (5) days of the district's adverse action. Any evaluation which is challenged in a termination proceeding under Chapter 279, Code of Iowa, shall not also be processed under the grievance procedures of this Agreement.

E. Supplemental Evaluations

1. These evaluation procedures do not prevent the principal or designated administrator from implementing evaluation procedures at any time during the year when circumstances warrant such action. When a new employee is hired after the first quarter, or when an employee's performance indicates immediate evaluation procedures are advisable, the principal or immediate supervisor will advise the employee of the following, prior to beginning formal evaluation procedures:
 - a. Formal evaluation procedures.
 - b. Instrument(s) to be used.
 - c. Name(s) of the administrator(s) who will most likely observe and evaluate performance.
2. Items D, 1 through 7 as stated above, will apply to this clause.

ARTICLE VI

SENIORITY

- A. A seniority list of employees with their respective continuous years of service with the district, per Section C below, will be established for employees who have completed the probationary period. Said list will be maintained and published yearly by the Assistant Superintendent of Human Resources.
- B. District seniority will operate within the following groups:
 1. Elementary Teachers (except areas of specialized services identified in item B - 3).
 2. Secondary Departments (except areas of specialized services identified in item B - 3).
 3. Areas of Specialized Services:
 - a. All guidance counselors
 - b. All media specialists
 - c. School nurses
 - d. All music teachers
 - e. All physical education teachers
 - f. All art teachers
 - g. All extended learning teachers
- C. Seniority Status
 1. Seniority will be determined from the first duty date of continuous years of service. Ties will be decided by lot as follows:
 - a. Slips of paper with names of employees tied for a seniority rank will be placed in a container by the WDMEA president.
 - b. The Assistant Superintendent of Human Resources will draw the slips from the container.
 - c. The first slip drawn will receive priority ranking. The drawing will continue until all employees involved are placed in rank order.

2. All continuous years of service prior to 1980-81 will be recognized as one (1) full credit per year.
3. Effective with the 1980-81, and subsequent years, seniority status will continue to accumulate on a full-time basis (1 credit), or prorated basis (percentage of part-time employment to the nearest one hundredth).
 - a. Extended leave of absence which results in an employee working less than 50% of the duty days specified for the work year will not apply toward seniority status. However, the employee will not lose any seniority status accumulated at the time of commencing the extended leave. (Military leave will be the exception to this clause.)
 - b. Employees hired for less than 50% of the duty days specified for the work year will not earn seniority status for that given year.
4. A break in service due to resignation or termination will result in the loss of seniority status.
5. An action of reduction in force and subsequent hiring for the ensuing year will not constitute a break in service.
6. Seniority status accumulated by an employee at the time of layoff will be reinstated if the employee is recalled under the provisions contained in the Article: Reduction in Force.
7. Employees voluntarily or involuntarily transferred will retain seniority status.

ARTICLE VII

TRANSFER PROCEDURE

A. Definitions

1. Displaced employees are those employees whose current positions will not exist the following year.
2. Reassignment is the mutually agreed upon movement of displaced staff by the administration prior to the determination that a vacancy occurs.
3. Following the mutually agreed upon reassignment, if a vacancy exists, displaced employees(s) will be involuntarily transferred to a vacancy.
4. Transfer is the movement of an employee to a different grade (elementary), building, department (secondary), or area of specialized service as identified in the Seniority Article and if appropriate, would occur after reassignment.
5. Qualifications as used throughout this Agreement will include professional preparation, certification and/or licensure status, evaluations, and other pertinent job-related criteria as specified in the posting.

B. Procedures: Voluntary Transfer

1. Vacancies for ensuing year
 - a. When a vacancy occurs all qualified employees who have filed a letter requesting a transfer to the position(s) in question will be given first consideration, unless transfer would prevent recall of a qualified laid-off employee.

- (1) **Notification:** When a vacancy occurs, the Office of Human Resources shall within five (5) working days send notice of said vacancy to building principals, appropriate secondary department heads, and the Association President.
- (2) Requests for consideration for transfer should be on file in the office of the Assistant Superintendent of Human Resources by February 15, or within one (1) week following the official posting date of a position after February 15, for said request to be considered during staffing procedures conducted from March 1 to July 15.
- (3) Requests must contain the following information:
 - (a) name, current position, building
 - (b) position(s) desired, building(s)
 - (c) summer address, summer phone number, contact person's name and phone number
- (4) When a position for which an employee has expressed interest becomes vacant prior to August 1, the employee's file will be automatically activated for said position.
- (5) If two or more employees are deemed by the Administration to be equally qualified for a given position, then the most senior employee will be transferred. Should an employee be attempting to move from an involuntary transfer position, said employee will receive preference over the seniority factor.

If an employee and a non-employee applicant are deemed by the Administration to be equally qualified for a given position, then the employee will be transferred.

- b. Any employee may request the Assistant Superintendent of Human Resources to activate his/her file for any posted vacancy.
 - c. Vacancies not filled by items B-1-a-b above, will be filled by qualified laid-off employees, per Reduction in Force Article.
 - d. Employees who are interviewed but not selected will be contacted by the lead administrator/supervisor to inform them of the reasons for the selection. If the interviewed employee not selected so requests, the lead administrator/supervisor shall meet with the employee to discuss the reasons for the selection.
2. Vacancies which occur during the school year, if said vacancies are to be filled by other than recall, will be filled as expeditiously as possible, given time constraints and other pertinent considerations.
- a. All vacancies not filled by recall will be posted in all buildings.
 - b. When a position for which an employee has expressed interest (per B-1-a-b) becomes vacant, the employee's file will be automatically activated for said position.
 - c. If two (2) or more employees are deemed by the Administration to be equally qualified for a given position, then the most senior employee will be transferred. Should an employee be attempting to move from an involuntary transfer position, said employee will receive preference over the seniority factor.
 - d. Any employee may request the Office of Human Resources to activate his/her file for any posted vacancy.

3. Summer vacancies shall be posted on the district's website, in all school buildings and at the Learning Resource Center.

C. Procedures: Involuntary Transfer

1. An involuntary transfer may be necessitated as a result of a change in programming, a change in the number of students at attendance centers, a change in classes or courses, or as a result of Board approved program modifications.
 - a. No position will be filled by means of involuntary transfer if there is a qualified volunteer within the system available to fill said position. Involuntary transfers will be based on seniority, with the least senior qualified employee(s) being transferred first.
 - b. An involuntary transfer will only be made after a meeting is held between the employee and the involved administrator, at which time the reason(s) for the transfer will be explained. Notice of such meeting will be given far enough in advance so that the employee may have an Association representative present.
 - c. In the event that the employee objects to the transfer on the basis of the reason(s) provided at the meeting, the employee may request that the reason(s) be reduced to writing for any further action s/he may wish to pursue.
2. All employees involuntarily transferred may request Voluntary Transfer, per B-1-a, B-2-b, and B-2-c. The February 15 date is waived for these employees.

ARTICLE VIII

REDUCTION IN FORCE

- A. The employer will take into account attrition and possible transfers to determine whether a layoff is necessary.
- B. In the event the employer determines that employees must be laid off, the following procedures will be followed:
 1. Those employees with emergency or temporary certificates will be reduced first unless their retention is necessary for program continuity.
 2. Employees least senior in the groups as outlined in the Seniority Article will be laid off next.
 3. Normally, seniority will be the controlling factor; however, consideration of preparation and qualifications may override in unusual circumstances.
 4. Those employees to be laid off will be notified of the employer's decision by the Superintendent or designee on or before April 30.
 5. Laid-off employees will advise the Superintendent or designee of their current phone number(s), current address(es), and other employment during layoff.
 6. Before new employees are hired to fill new or open positions, qualified laid-off employees will be recalled in inverse order by layoff, last laid off is first to be rehired. A qualified laid-off employee is an employee in the respective groups or other groups in which they are certified and have taught during the last five (5) years.

7. The Board's obligation to the laid-off employee for priority in recall terminates under any one of the following conditions:
 - a. If twenty-four (24) months, measured from the August 25 which follows the layoff, have lapsed.
 - b. If the employee fails to notify the Superintendent or designee of a change of address and phone number.
 - c. If the employee's certification or licensure lapses.
 - d. If the employee waives in writing his/her right to priority for recall.
 - e. Laid-off employees to be recalled will be contacted by telephone, followed by a certified letter, return receipt requested. The employee must indicate his/her desire and availability to return to work within six (6) days from receipt of initial notice (phone contact or letter) of recall.
8. If an employee has complied with provisions of this Article, but the Superintendent or designee is not able to contact him/her for recall, said employee relinquishes recall for the vacancy available but retains the priority right to recall for a subsequent position.

ARTICLE IX

LEAVES OF ABSENCE

A. Paid Leaves of Absence

1. Sick Leave

- a. Each full-time employee will be granted fifteen (15) days of sick leave per year. Full-time employees hired after the beginning of the year will have the days prorated for the balance of the year.
- b. Part-time employees will accumulate hours in accordance with the number of hours they are regularly scheduled to work. For example, those employees who work a three (3) hour daily schedule would receive a total of forty-five (45) hours sick leave eligibility; however, they would be restricted to taking their sick leave in increments no greater than their daily scheduled hours. Part-time employees hired after the beginning of the year will have sick leave prorated for the balance of the year.
- c. Such sick leave may be accumulative to one hundred thirty-five (135) days, providing these days have been accumulated through consecutive years of service.
- d. No employee is entitled to more sick days than the employee worked in the district.
- e. Sick leave may be used for personal illness or injury which prevents an employee from performing his/her regular duties, in which case the employee will be required to use any sick leave accumulation that the employee may have.
- f. Regular part-time employees who are transferred to a full-time position will have their accumulated sick leave equated to full-time equivalency.

2. Extended Illness Leave

- a. Employees who are aware of a health condition which may require absence for more than five (5) days will notify their immediate supervisor as soon as practical so that arrangements may be made for effective transition of responsibilities to a qualified substitute. A statement from the attending physician verifying the necessity for leave may be required.
- b. Employees on extended sick leave normally should report for work no later than the sixth (6) calendar week after commencing the leave, or no later than the sixth (6) calendar week after surgery, termination of pregnancy, or other such cause for the leave. Should there be medical complications supported by medical evidence from the attending physician, the leave will be extended as necessary. At any time the district may require additional statements from the physician.
- c. Upon returning to work, the employee must present medical evidence that s/he is physically capable of returning to work.

3. Death, Serious Illness and Emergency Leave

- a. In the event of death of employee's spouse, child, daughter/son-in-law, father, mother, former guardian, sister, brother, grandchild, grandfather, grandmother, ward, or comparable relatives of spouse, or a significant other, the employee will be granted permission to be absent from duty by the Superintendent or designee for as many days, not to exceed five (5) days per incident, as may be necessary in his/her opinion, for attendance at funeral and for any other purpose directly arising out of said death.
- b. In the event of an emergency or serious illness (not necessarily requiring hospitalization) or a physician's referral for critical diagnostic tests of a member of the employee's family as listed in 3-a (above), employee will be granted permission to be absent from duty by Superintendent or designee as many days, not to exceed five (5) days per year, as may be necessary in his/her opinion. In the event an employee cannot return from a personal trip due to a weather or travel-related emergency outside the district, said employee would be allowed to use one of the five days designated in Article IX, A-3-b.
- c. In the event of a birth of a child, the father or partner will be granted permission to be absent from duty by Superintendent or designee for as many days, as may be necessary in his/her opinion, not to exceed the five (5) days designated in Article IX, A-3-b.
- d. In addition, an employee will be allowed one (1) day per year with full pay to attend the funeral of other relatives or close friends. If said funeral is out of state the employee will be granted up to one (1) additional day with the employee paying the cost of the sub. For local funerals, such leave will generally constitute only the time necessary to attend the funeral services.

4. Personal Leave

- a. Each employee will be entitled to one (1) day of personal leave per year with full pay. This leave will accumulate to two (2) days.
- b. Each employee will also be entitled to one (1) day of personal leave per year with the employee paying the cost of the substitute. This leave will not accumulate.

- c. Except in cases of emergency, request for either leave must be made at least two (2) days in advance of absence.
- d. Except in cases of emergency, personal leave may not be used during the first five (5) and last five (5) days of student attendance during the year, and not on the day before or after a holiday, vacation period, or following parent-teacher conference days; an additional exception shall be made for the graduation or wedding of a member of the employee's family as listed in Article IX, A-3-a above. The Superintendent or designee may approve use of personal leave for other extenuating circumstances not scheduled by the employee.
- e. This leave may be used for any reason deemed by the employee to be a justifiable reason for absence from duty; however, the employee in making this decision should give careful consideration to the educational commitments to students.

5. Adoption Leave

In the event of a legal adoption of a child, the employee will be granted by the Superintendent or designee permission to be absent from duty for a maximum of ten (10) days.

6. Jury and Legal Leave

- a. Employees will be excused by the Superintendent or designee with full pay for jury duty with the stipulation that any remuneration paid by the court for such duty, less travel allowance paid by the court, will be deducted from the wages paid by the Board.
- b. Employees required to appear in any judicial, administrative proceeding, or subpoena, except for any proceeding to which this district is a party, will be granted release time only to the extent as required to fulfill legal responsibilities. If the employee has not been subpoenaed, s/he will pay the cost of a certified substitute.

7. Professional Leave

- a. Attendance at professional workshops, conferences, institutes, and other such meetings related to assigned responsibilities may be granted with full pay if:
 - (1) The professional meeting is directed toward:
 - (a) The improvement of the qualifications for performance of the employee in his/her assigned responsibilities.
 - (b) Serving the interests of the district's educational goals.
 - (2) Such absence, along with other absences experienced by the employee, does not detract from the continuity of services provided to the students by the employee.
- b. Request for professional leave must be made at least seven (7) duty days in advance and will include anticipated expenses, if any. If approval is granted, the extent of reimbursement will be determined based upon the extent of travel funds available and any such reimbursement(s) previously received by the employee.

8. Association Leave

- a. A maximum of eleven (11) days of paid leave will be available to the Association President for allotment among the bargaining unit members for Association business.

- b. In addition, after utilization of the eleven (11) days of paid Association Leave, the Association President will have available a maximum of eleven (11) days for allotment among the bargaining unit members for attendance at state or national meetings. The cost of the substitute for these additional eleven (11) days will be at the expense of the Association. Additional days at the expense of the Association may be available upon approval of the superintendent.
- c. The Association President will receive five (5) days of paid leave and the Association President-elect or Vice-president will receive an equivalent of two (2) paid days to be used for Association business.
- d. Stipulations
 - (1) The employee must receive approval from the Association President prior to submitting the form to the building principal for his/her consideration.
 - (2) Request for such leave must be made at least two (2) days in advance of the absence, except in case of an emergency.
 - (3) Association leave days may be used in increments of not less than a half (1/2) day.

9. Religious Observations

- a. If an employee has a religious affiliation which requires the observance of a religious holiday which falls on a working day and the obligation cannot be met outside the work day, said employee shall be granted leave for such observance.
- b. Said leave will be with pay, and, in no case, shall total usage of said leave exceed two (2) days per school year.
- c. Arrangements must be made with the building principal at least ten (10) school days prior to such leave being taken.

B. Absence Without Pay

- 1. Request for personal leave of not more than three (3) days per year may be granted with approval of the principal and the Superintendent or designee provided a suitable replacement can be found.
- 2. Request for additional days may be granted due to extenuating circumstances. Said request must be submitted in writing to the principal and the Superintendent or designee for consideration.
- 3. Stipulations
 - a. Prior to requesting said leave, the employee should give careful consideration to the educational commitment to students.
 - b. Except in cases of emergency, this personal leave may not be used during the first five (5) and last five (5) days of student attendance during the year, and not on the day before or after a holiday or vacation period.
 - c. Except in cases of emergency, request for such leave must be made at least two (2) days in advance of the absence.
 - d. Reasonable restrictions may be imposed by the administration when it is deemed that the absence would cause an undue hardship on the educational process.

C. Extended Leave Without Pay

1. Family Care and Health

- a. An employee who has successfully completed the probationary period may be granted an extended leave following the use of the Family Medical Leave Act (FMLA) without pay or fringe benefits for illness or health reasons, or to care for a sick or injured member of the employee's immediate family, or immediately following the birth or adoption of a child if the request is made while the employee is under the FMLA.

If the employee does not qualify for FMLA leave but has successfully completed the probationary period, the employee may be granted extended leave without pay or fringe benefits for illness or health reasons, or to care for a sick or injured member of the employee's immediate family, or immediately following the birth or adoption of a child.

- b. The leave, if granted, must be for the entire year or for the conclusion of the semester during which the leave began, or for the conclusion of the school year. The leave must be for the approved specified time period unless mutual agreement is reached between the employee and the Assistant Superintendent of Human Resources for early return.
- c. Employees granted extended leave may continue insurance coverage upon payment of premiums to the employer and approval of the carrier(s).
- d. An employee granted leave for a semester will be returned to the position s/he left.
- e. Employees granted leave for a full year will:
 - (1) Retain benefits accumulated at the time the leave was granted providing such benefits are applicable to the Bargaining Agreement.
 - (2) Return to a position for which s/he is qualified.
 - (3) Be placed on the step of the level schedule following the one s/he was on at the time the leave was granted providing qualifications for advancement are met.
- f. Employees on leave for first semester must inform the Assistant Superintendent of Human Resources, in writing prior to December 1 of his/her commitment to return to duty the second semester. Those on leave for a full year or the second semester must inform the Assistant Superintendent of Human Resources, in writing prior to March 1, of his/her commitment to return to duty the ensuing year.

2. Educational Improvement Leave

- a. An employee who has successfully completed the probationary period may be granted a leave of absence without pay or benefits for a period not to exceed two (2) years for the purpose of engaging in study related to assigned responsibilities and/or an administratively anticipated assignment. Study must be at an accredited college or university or teaching overseas.
- b. Request for said leave must be made in writing to the Superintendent or designee on or before March 1.
- c. The employee on leave must inform the Superintendent or designee in writing prior to February 1 of his/her commitment to return to duty the ensuing year.

- (1) The employee will retain the benefits accumulated at the time the leave was granted provided such benefits are applicable to the current Bargaining Agreement.
- (2) The employee will be placed on the level following the one s/he was on at the time the leave was granted providing qualifications for advancement are met.
- (3) An employee granted leave for a semester will be returned to the position s/he left.

3. Long-Term Association Leave

- a. An employee who has successfully completed the probationary period may be granted a leave of absence without pay or fringe benefits for a period not to exceed two (2) years for the purpose of serving as an officer of the Association, its affiliates, or its staff.
- b. Request for said leave must be made in writing to the Superintendent or designee on or before March 1.
- c. Request for said leave will be granted providing a suitable replacement can be obtained.
- d. The employee on leave must inform the Superintendent or designee in writing, prior to March 1, of his/her commitment to return to duty the ensuing year.
 - (1) The employee will retain the benefits accumulated at the time the leave was granted provided such benefits are applicable to the current Bargaining Agreement.
 - (2) The employee will be placed on the level following the one s/he was on at the time the leave was granted providing qualifications for advancement are met.

4. Military Leave

As defined by the Code of Iowa.

ARTICLE X

STAFF DEVELOPMENT

- A. A staff development committee to include both administrators and teacher representation will be appointed by the district for the purpose of making recommendation for improvement of the district's staff development program.
- B. Such recommendation to the district emanating from the advisory committee will be given consideration within the constraints of appropriations of content, timing, and budgeting considerations.

ARTICLE XI

SAFETY

- A. The district will endeavor to maintain a safe place of employment and conform to safety and health standards as they apply to the district.
- B. Employees will submit a report of unsafe practices, equipment, or conditions to the building administrator. The report should be in writing and dated.

- C. In case of emergency, no employee will be required or expected to act in other than a reasonable, prudent manner in providing any first aid or other emergency assistance.

ARTICLE XII

EMPLOYEE WORK YEAR

- A. The regular contract of employees, with the exception of new employees and excluding extended and supplemental contracts, will be one hundred ninety-three (193) days and will include the following:
1. One hundred eighty (180) teacher-student contact days.
 2. Nine (9) professional days to be used for staff development, parent- teacher conferences, collaboration, pre-school workshop, clerical and record-keeping, or related use as determined by the district.
 3. At least four (4) hours of contract time during the pre-school workshop days shall be uninterrupted by district-wide or building level meetings. Such time shall be reserved for employees to prepare for the first student day.
 4. Four (4) holidays which will be:

2006-2007
September 4, 2006
November 23, 2006
December 25, 2006
January 1, 2007

- B. The regular contract of new employees will be one hundred ninety five (195) days which will be the same as set forth in "A" above with the exception that there will be added two (2) orientation days.

ARTICLE XIII

PROFESSIONAL WORK DAY

- A. The usual workday will consist of not more than eight (8) hours.
- B. Included in the work day will be a scheduled lunch period of not less than thirty (30) minutes when employees are not available for conferences with students or parents or for supervision unless an emergency requires supervision (for example: fire casualty, injury to a student, sudden illness or injury to a supervisor on duty, or temporary situations involving the safety of students).
- C. Past practice will govern the scheduling of Parent-Teacher Conferences, Open Houses, I-I Conferences, and/or Meet the Teacher Nights. Exceptions may be made conditioned upon the majority vote of the employees involved and the approval of the principal. Attendance will be required unless excused by the building principal.
- D. Employees will be permitted to leave their buildings immediately after dismissal of students, on the day of their buildings' Open Houses or Meet the Teacher Nights, on the last workday prior to Labor Day, Thanksgiving, winter break, spring break, and Memorial Day, unless otherwise assigned (i.e. student supervision or emergency situation). The staff will be dismissed at the regular student dismissal time, if a scheduled collaboration day falls on one of the days listed above.
- E. Employees will be permitted to leave their buildings fifteen (15) minutes after the early dismissal of students due to winter weather conditions.

- F. Employees may be required to remain after the usual workday for the purpose of attending faculty or other administratively called meetings. Said meetings will extend no later than one-half (1/2) hour after the usual work day, and said extended days will not exceed one (1) per month.

ARTICLE XIV

JOB CLASSIFICATION

- A. Requests for reclassification will be accepted until October 15 of each year to include instructional work completed prior to September 1. A certified transcript from the training institution must be submitted to the office of the Assistant Superintendent of Human Resources for evaluation by October 15.
- B. Employees experiencing difficulty in securing the necessary transcript must notify the Assistant Superintendent of Human Resources prior to October 15 in order for a late transcript to be given consideration for reclassification. The salary increase as a result of reclassification will be retroactive to the beginning of the current year.
- C. College course credit or other acceptable credit taken to be used for advancement on the salary schedule must receive prior approval from the Assistant Superintendent of Human Resources.

ARTICLE XV

WAGES

- A. The salaries of employees, including Registered Nurses with a Bachelor of Science in Nursing Degree, covered by this Agreement, are set forth in Schedule A which is attached to and incorporated in this Agreement. Registered nurses without the Bachelor of Science in Nursing Degree will be paid at the rate of 85% of salary schedule A as exhibited on Schedule B.
- B. Part-time employees will receive a prorated salary based upon the employee's salary from Schedule A.
- C. The salary schedules contained in this agreement will take effect on July 1, per the employee's contract year. Deferred payments to employees contracted for work during the summer will be in accordance with the salary schedule in effect at the time the work was performed.
- D. Payment for Further Education
1. Application:
Employees planning to enroll in courses or seminars at an accredited educational institution for the purpose of educational improvement or lane change must file a written notification with their principal and the Assistant Superintendent of Human Resources prior to the beginning of the course.
 2. Recognition of Specialized Training:
The employee will receive up to \$500 and the designated hours' credit upon presentation of evidence of courses satisfactorily completed during the fiscal year (July 1 – June 30) to his/her principal and the Assistant Superintendent of Human Resources.
- E. Placement on the Salary Schedule
1. In order to receive credit for one (1) year of service, a teacher must have served at least one (1) full semester of regular full-time service or one (1) full year of regular half-time (1/2) service within the West Des Moines Community School District.

2. A newly hired employee will be credited his/her maximum of full years of prior teaching experience for placement on the salary schedule.

- F. Employees are required to meet the certificate renewal requirements of the State of Iowa. Failure to meet the requirement for certificate renewal will result in termination for just cause.

Employees with Permanent Professional Certificates are required to earn four (4) professional growth units every five (5) years. Failure to meet the requirement will result in being held on salary for the ensuing year.

- G. Employees are required to obtain prior approval from the Assistant Superintendent of Human Resources for all continuing education credits. (Only graduate credits may apply toward advancement on the salary schedule.) Grade slips and/or CEU certificates will serve as adequate notification of successful completion of non-graduate courses.

- H. Wage penalties will be used by the Board only for just cause.

- I. **Payment Arrangements**

1. The employee's salary will be distributed on a monthly basis in twelve (12) equal installments, payable on the 25th of each month, unless the 25th falls on a weekend or a holiday, then the payment will be made on a date preceding the 25th, as determined by the Accounting Office.
2. Phase II monies will be distributed equally (prorated for part-time staff) among the eligible bargaining unit members. The Phase II payments will be made in eleven (11) equal installments with the regular monthly payroll (October - August).

Under no circumstances will the commitments made by the district be binding if Phase II funding is reduced or stopped by the state. (Payments will be reduced or stopped in accordance with action taken by the state.)

- J. New employees to the district may elect to receive payroll compensation in the gross amount of \$750 on the first Friday in September. The employee must notify the district of his/her intent to exercise this option on his/her first contracted day of employment. On the specified form, the employee will designate the method of pay back that will be used to reimburse the district for the \$750.
- K. A monthly 403B contribution in the amount of \$60/month (\$720 a year) will be given to current employees who work full-time (70% or more). Part-time employees contracted between 50% and 69% shall receive a monthly 403B contribution prorated in accordance with the percentage of their respective contract. New employees to the district and eligible part-time employees will need to notify the Accounting Office to indicate where the 403B contribution will be sent.

ARTICLE XVI

SUPPLEMENTAL SALARIES

- A. Employees will have the option of accepting or rejecting supplemental assignments when offered.
- B. Employees who desire to resign only from their supplemental contracts will provide a one (1) year advance written notice of intent to resign to their principal when the Supplemental Contract forms are issued in the spring. The district will endeavor to release said employees from their supplemental assignments prior to beginning the ensuing year. Should a suitable replacement not be obtained for the ensuing year, the employee's resignation becomes effective at the end of the contract year.
- C. Employees who are offered and accept extended contracts will be paid on a per diem basis for the number of days worked. The assignment will be expressed as a specific number of days.

- D. Employees who are offered and accept night school, summer school or summer driver education assignments will be paid at the rate of \$30.00 per hour
- E. Employees assigned to teach more than six (6) periods, or said equivalent, will receive for each added period an additional 14% of the employee's salary from Schedule A for the length of time such an assignment is in effect.

An employee assigned by the administration to cover a class for another teacher will be paid at the rate of \$17.00 per hour.

ARTICLE XVII

INSURANCE

A. Life Insurance and Long Term Disability

- 1. All employees who are contracted for a minimum of 70% are eligible for Life Insurance and Long Term Disability Insurance. The employee will pay the Long Term Disability premium. The employee will receive additional compensation equal to the calculated long-term disability insurance premium. Long Term Disability will be for 66-2/3% of the monthly wage of the employee with a maximum of \$4,700 per month.
- 2. Term Life Insurance will equal 100% of the employee's annual salary.
 - a. Additional Term Life Insurance may be purchased by the employee, subject to carrier approval, in increments of \$5,000 aggregate maximum of \$50,000.
 - b. In addition, and conditioned upon carrier approval, the employee may purchase a term policy on spouse and dependent children by selecting one of the following plans:
 - (1) Spouse \$10,000 - Children \$5,000
 - (2) Spouse \$ 6,000 - Children \$3,000
 - c. Universal Life Insurance may be purchased by the employee, subject to carrier approval.
 - d. In addition, and conditioned upon carrier approval, the employee may purchase Universal Life Insurance on spouse and dependent children.
 - e. Part-time employees contracted between 50% and 69% shall be eligible for insurance benefits prorated in accordance with the percentage of their respective contract.

B. Medical Insurance/Dental/Flex 125 Benefit Plan

- 1. All employees who are contracted for a minimum of 70% are eligible for insurance benefits as stipulated. Part-time employees contracted between 50% and 69% shall be eligible for insurance benefits prorated in accordance with the percentage of their respective contract.
- 2. Hospital/Major Medical Insurance
 - a. The district will pay 100% for the single (employee) plan (PPO or HMO) as selected by the employee. The district will pay 73% for the other plans (PPO or HMO). Any balance owed after applying B-2-a above will be deducted from the employee's pay.

- b. The district will offer a PPO plan featuring a \$300 single/\$600 family deductible with a \$750 single/\$1500 family out-of-pocket maximum and a prescription card. The district may offer additional PPO plans.
 - c. The HMO plan will include co-payments and a prescription card. The district may offer additional HMO plans.
 - d. An employee who waives coverage will receive \$50.00 per month added to his/her monthly pay.
 - e. The mental health/chemical dependency component of one PPO plan will be 10%/50% for all MH/CD (i.e. you will pay 10% for a participating doctor).
3. **Dental Insurance**
- a. The district will contribute 100% for the single (employee) plan.
 - b. The dental insurance plan will be \$2000 annual maximum benefit and \$2000 lifetime dependent orthodontia benefit.
4. The district will provide a Flex 125 benefit plan wherein employees may use pre-tax dollar salary deductions for payment of all expenses allowable by the Internal Revenue Service, to include but not necessarily limited to: insurance premiums, health-related expenses, or child care costs.

ARTICLE XVIII

SAVINGS CLAUSE

In the event that any provisions of this Agreement shall become void or illegal during the term of this Agreement, such provisions shall become inoperative, but all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XIX

COMPLIANCE CLAUSE

This Master Agreement shall take precedence over any individual contract. If any individual contract conflicts with this Master Agreement, this Agreement shall be controlling.

**ARTICLE XX
DURATION**

This Bargaining Agreement between the West Des Moines Community School District and the West Des Moines Education Association will be effective as of July 1, 2006, and will continue in effect until June 30, 2007.

**WEST DES MOINES COMMUNITY
SCHOOL DISTRICT**

Deb Thomas
President

Cheyl A. Husman
Chief Negotiator

March 13, 2006
Date

**WEST DES MOINES
EDUCATION ASSOCIATION**

Kathleen Talbot
President

Pamela Kuroki
Chief Negotiator

March 13, 2006
Date

SCHEDULE A
CERTIFIED STAFF

2006-07

LEVEL	BA	BA+10	BA+20	BA+25	BA+30	MA	MA+5	MA+10	MA+15	MA+20	MA+25	MA+30	MA+35	PHD
1	33,287	33,592	34,006	34,337	34,839	35,587	35,944	36,380	36,743	37,175	37,537	37,969	38,333	39,394
2	33,606	33,911	34,325	34,656	35,158	35,906	36,263	36,699	37,062	37,494	37,856	38,288	38,652	39,713
3	33,925	34,230	34,644	34,975	35,477	36,225	36,582	37,018	37,381	37,813	38,175	38,607	38,971	40,032
4	34,429	34,749	35,168	35,504	36,007	36,776	37,140	37,585	37,953	38,392	38,761	39,199	39,568	40,650
5	34,943	35,274	35,702	36,044	36,546	37,337	37,707	38,159	38,535	38,981	39,357	39,802	40,179	41,277
6	35,666	36,015	36,453	36,804	37,305	38,127	38,504	38,966	39,351	39,809	40,192	40,650	41,035	42,158
7	36,348	36,715	37,162	37,520	38,022	38,873	39,260	39,733	40,125	40,591	40,985	41,453	41,844	42,994
8	37,330	37,710	38,162	38,521	39,024	39,922	40,307	40,781	41,169	41,642	42,029	42,501	42,892	44,064
9	38,440	38,826	39,286	39,646	40,148	41,086	41,479	41,947	42,338	42,805	43,199	43,665	44,058	45,249
10	39,548	39,942	40,409	40,769	41,272	42,252	42,642	43,129	43,522	44,010	44,403	44,897	45,283	46,495
11	40,659	41,066	41,533	41,892	42,395	43,422	43,813	44,329	44,715	45,228	45,614	46,128	46,514	47,753
12	41,769	42,189	42,684	43,042	43,544	44,633	45,018	45,553	45,940	46,473	46,867	47,393	47,786	49,105
13	42,913	43,347	43,854	44,212	44,715	45,871	46,258	46,813	47,205	47,759	48,145	48,699	49,085	50,364
14	44,057	44,503	45,025	45,384	45,885	47,109	47,503	48,077	48,464	49,038	49,272	49,847	50,232	51,532
15	45,201	45,661	46,195	46,554	47,057	48,354	48,740	49,336	49,728	50,324	50,549	51,146	51,539	52,851
16	0	46,818	47,367	47,733	48,236	49,592	49,986	50,603	50,988	51,602	51,836	52,454	52,837	54,177
17	0	48,199	48,761	49,125	49,628	51,063	51,447	52,085	52,476	53,112	53,338	53,975	54,368	55,727
18	0	0	49,938	50,297	50,799	52,300	52,686	53,350	53,734	54,390	54,624	55,280	55,720	57,047
19	0	0	0	51,467	51,970	53,538	53,932	54,608	54,993	55,677	55,904	56,587	56,972	58,426
20	0	0	0	0	0	54,783	55,168	55,874	56,258	56,957	57,191	57,886	58,279	59,699
21	0	0	0	0	0	0	0	57,131	57,516	58,242	58,468	59,192	59,578	61,019
22	0	0	0	0	0	0	0	0	0	59,520	59,753	60,490	60,884	62,346
23	0	0	0	0	0	0	0	0	0	0	0	61,798	62,183	63,672
Off Schedule	46,366	49,364	51,269	52,798	53,468	56,281	56,833	58,796	59,180	61,351	61,584	63,629	64,180	65,669

Those employees who have been at the maximum of their salary for more than one (1) year shall receive additional salary computed on the % of the base as follows:

BA, BA+10	3.50%
BA+15, BA+20, BA+25	4.00%
BA+30, MA	4.50%
MA+5, MA+10, MA+15	5.00%
MA+20, MA+25, MA+30	5.50%
MA+35, PHD	6.00%

SCHEDULE B

NURSES

2006-07

<u>LEVEL</u>	<u>RN</u>
1	28,294
2	28,565
3	28,836
4	29,265
5	29,701
6	30,316
7	30,896
8	31,730
9	32,674
10	33,616
11	34,560
12	35,504
13	36,476
14	37,448
15	38,421

SCHEDULE C
CO-CURRICULAR SALARIES
(Other than Coaches)

<u>2006-07 Base = \$33,287</u>	<u>% of Base</u>
VALLEY HIGH SCHOOL	
Instrumental Music, Vocal Music, Debate	17.00%
KWDM Advisor	16.00%
Technical Director – set construction/audio/lighting/costume design	15.00%
Drama, Activities Director	12.00%
Yearbook, Intramurals	11.00%
String Music, Assistant Debate, Speech – Large Group (Contest), Spotlight	10.00%
Assistant Instrumental Music, Assistant Vocal Music, Dance Team	8.00%
Install Sound, Spotlight Assistant, KWDM Assistant	7.00%
Cheerleader/Pep Club, Speech – Individuals (Contest), Assist Drama & Large Group Speech	6.00%
Mimes, Student Council	5.00%
Class Sponsor (Senior, Junior, Sophomore), Literacy Magazine, National Honor Society, Mock Trial, Synchronized Swim	4.00%
Publicity – Play Production	3.00%
VALLEY SOUTHWOODS	
Leadership Development	11.00%
Instrumental Music, String Music	9.00%
Vocal Music	8.00%
Drama	7.00%
Club Debate, Cheerleaders, Forensics, Yearbook	5.00%
Mock Trial	3.00%
JUNIOR HIGH SCHOOL	
Instrumental Music, String Music	7.00%
Vocal Music, Drama, Intramurals	6.00%
Install Sound	5.00%
Mimes, Spirit Club	4.00%
Future Problem Solving Bowl, Yearbook, Student Council	3.00%
Mock Trial	2.00%
ELEMENTARY SCHOOL	
Future Problem Solving Bowl	3.00%
Instrumental Music, String Music, Vocal Music	2.00%

SCHEDULE D

HEAD COACHING SALARIES

Coaches in the system asked to switch assignments will receive full experience credit on actual service in the district in any of the sports.

2006-07 Base = \$33,287

% of Base

HIGH SCHOOL

Trainer	31.00%
Basketball, Football	23.00%
Wrestling	21.00%
Baseball, Softball	19.00%
Soccer, Track	18.00%
Swimming, Volleyball	17.00%
Golf, Tennis, Track-Cross Country	11.00%

SCHEDULE E

ASSISTANT COACHING SALARIES

- A. All coaches new to the WDMCSD will start on Step I of the appropriate coaching salary guide. Assistant coaches will be paid on a two-step scale.
- B. Step I: Assistant coaches serving their first and second years in the particular assignment will be on Step I.
- Step II: Assistant coaches serving in their third and subsequent years in an assignment will be on Step II.

2006-07 Base = \$33,287

STEP I
% of Base

STEP II
% of Base

HIGH SCHOOL

Basketball, Football, Wrestling	11.00%	13.00%
Baseball, Soccer, Softball, Track	10.00%	12.00%
Golf, Volleyball, Swimming	9.00%	10.00%

JUNIOR HIGH SCHOOL

Wrestling, Basketball, Football, Track, Softball, Volleyball	8.00%	9.00%
Track-Cross Country	4.00%	5.00%

<p>Appendix A DUES DEDUCTION AUTHORIZATION</p>
--

I hereby authorize my Association membership to be considered as continuing for this and future years unless and until written notification and dissolution of this Agreement is given by me in the manner prescribed below. I further authorize that any increase in the West Des Moines Education Association, Polk Suburban Uniserv Unit, Iowa State Education Association, and the National Education Association dues that may occur from time to time be automatically applied to my payroll deduction payments as agreed to between WDMEA and the Board of Education of this district.

I hereby request and authorize the Board of Education of the West Des Moines Community School District as my remitting agent, to deduct from my earnings each month (October-July) until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues, which amount is to be remitted each month (October-July) for me and on my behalf to the treasurer of the West Des Moines Education Association, which is an affiliate of the PSUU, ISEA, and NEA.

It is understood that this authorization shall begin in October and shall continue through July from the date hereof, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and to said organization. Failure to give written notification absolves the WDMEA and the accounting office from removing my name from payroll deduction list.

Signed _____ Date _____

Social Security Number _____

Appendix B
WDMCSD & WDMEA GRIEVANCE REPORT

LEVEL ONE

<hr/> Aggrieved Party	<hr/> Article/Section of Agreement
<hr/> Building	<hr/> Date of Violation
<hr/> Principal/Supervisor	<hr/> Date of Conference

Level Two must be filed by: _____
(Must be filed within ten duty days of Level One resolution.)

LEVEL TWO

- A. Date Filed: _____
- B. Statement of Grievance: _____

- C. Relief Sought: _____

<hr/> Signature of Aggrieved	<hr/> Date
-------------------------------------	-------------------

- D. Disposition by Principal or Immediate Supervisor: _____

<hr/> Signature of Principal or Immediate Supervisor	<hr/> Date
---	-------------------

- E. *Level Three must be filed by: _____*
(Must be filed within five duty days of the employee's receipt of the written decision from Level Two.)

LEVEL THREE

A. _____
Signature of Aggrieved _____ Date received by Superintendent or
Designee

B. Disposition by Superintendent: _____

Signature of Superintendent or Designee _____ Date

C. *Level Four must be filed by: _____*
(Must be filed within fifteen duty days after receipt of the Level Three disposition)

LEVEL FOUR

A. _____
Signature of Aggrieved Person _____ Signature of Association President

B. _____
Date Submitted to Arbitration

C. Disposition and Award of Arbitrator: _____

Signature of Arbitrator _____ Date of Decision

<p>Appendix C ARTICLES OF AGREEMENT</p>

PART-TIME EMPLOYEES

Elementary employees not scheduled for planning time on a daily basis will be given priority status when scheduling special subject assignments in an effort to provide a daily planning period.

Secondary part time employees who are assigned to teach two (2) or more academic classes shall be provided a planning period.

UNUSED SICK LEAVE

Employees who have accumulated the maximum number of sick leave days in accordance with Article IX, Section A-1-c. of the Agreement, shall be granted one additional, non-accumulating, Personal Leave Day if said employee meets the following requirements.

The employee has missed fewer than the five (5) year district average of personal sick leave as determined by the Summary of Faculty Absences produced by the Office of Human Resources in a given year.

The employee understands that if the Personal Leave day is not used during the school year in which it is awarded, the day shall be lost.

The employee understands that the Personal Leave shall follow all the same criteria as current personal leave language and shall be requested using the district professional leave form.

The Article of Agreement will be effective as of July 1, 2006, and will continue in effect until June 30, 2007.